

## **CERTIFICATION OF TAX DEED APPLICATION**

Sections 197.502 and 197.542, Florida Statutes

DR-513 Rule 12D-16.002 F.A.C Effective 07/19 Page 1 of 2

ASSEMBLY TAX 36, LLC Applicant Name Applicant Address PO BOX 12225 NEWARK, NJ 07101-3411				Application date		Apr 11, 2024		
Property HAMMOND CHRIS A description 2700 W HERNANDEZ ST PENSACOLA, FL 32505			Certificate #  Date certificate issued		2022 / 2605			
	2700 W HERNANDEZ ST 06-1384-000 LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 (Full legal attached.)				06/01/2022			
Part 2: Certificat	es Ov	>E 1.1 T.E				Applic		
Column 1 Certificate Number	er	Column Date of Certific	_		olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/2605		06/01/20	)22		527.91	26.40		
				·			→Part 2: Total*	554.31
Part 3: Other Ce	rtifica	tes Redeeme	d by Ap	plicant (O	ther than Co	unty)		
Column 1 Certificate Number	D	Column 2 rate of Other ertificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/2600	0	6/01/2023		541.06		6.25	44.64	591.95
	•		-	•		•	Part 3: Total*	591.95
Part 4: Tax Coll	ector	Certified Am	ounts (L	ines 1-7)		AAAAA Caabaline		
Cost of all cert	tificates	s in applicant's	possessio	n and other				1,146.26
2. Delinquent tax	es pai	d by the applica	ınt					0.00
3. Current taxes	paid by	y the applicant						479.59
4. Property information report fee						200.00		
5. Tax deed appl	ication	fee						175.00
6. Interest accrue	ed by t	ax collector und	ler s.197.	542, F.S. (s	ee Tax Collecto	or Instru	ictions, page 2)	0.00
7.						Tot	al Paid (Lines 1-6)	2,000.85
I certify the above i have been paid, an						y inforn	nation report fee, ar	nd tax collector's fees
Sign here:	طند	2 Collector or Desi				Da	Escambia, Florio ate <u>April 22nd,</u>	

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Pai	rt 5: Clerk of Court Certified Amounts (Lines 8-14)		
8.	Processing tax deed fee		
9.	Certified or registered mail charge		
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees		
11.	Recording fee for certificate of notice		
12.	Sheriff's fees		
13.	Interest (see Clerk of Court Instructions, page 2)		
14.	Total Paid	(Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197 F.S.	7.502(6)(c),	25,842.50
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)		
Sign	here: Date of sale	10/02/2024	
	Signature, Clerk of Court or Designee		

INSTRUCTIONS +6. 25

#### Tax Collector (complete Parts 1-4)

## Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

### Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

#### Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

#### Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618

## **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400112

To: Tax Collector of	ESCAMBIA COUNTY	, Florida	
I, ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC PO BOX 12225	FBO SEC PTY		
NEWARK, NJ 07101-3 hold the listed tax certifi		same to the Tax	Collector and make tax deed application thereon.
Account Number	Certificate No.	Date	Legal Description
06-1384-000	2022/2605	06-01-2022	LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618
<ul> <li>redeem all ou</li> <li>pay all deling</li> <li>pay all Tax Co Sheriff's costs</li> </ul>	, if applicable. e certificate on which this applica	erest covering th on report costs, (	•
Electronic signature o ASSEMBLY TAX 36, ASSEMBLY TAX 36 L PO BOX 12225 NEWARK, NJ 0710	n file LLC .LC FBO SEC PTY		<u>04-11-2024</u> Application Date

Applicant's signature

**Real Estate Search** 

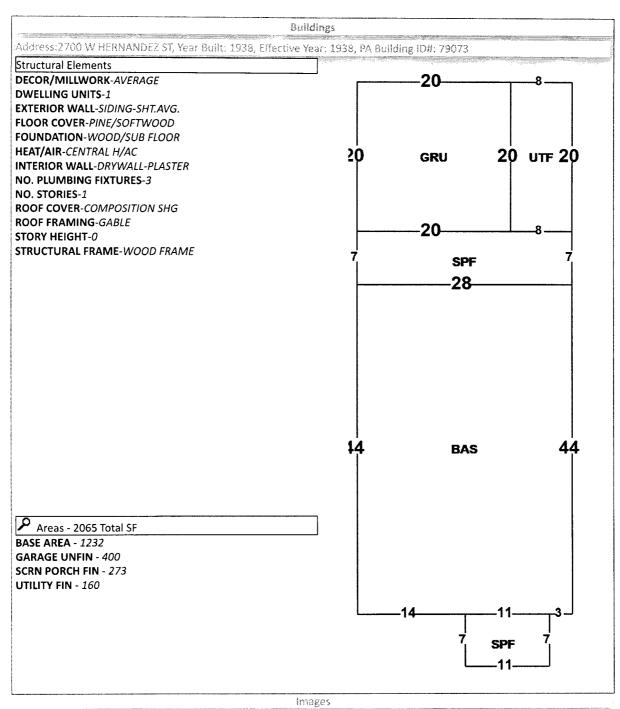
Report

**Tangible Property Search** 

Sale List

<u>Back</u>

Printer Friendly Version Nav. Mode Account O Parcel ID Assessments General Information Cap Val Imprv Total Land 1725301300011041 Parcel ID: \$102,151 \$51,685 \$84,057 061384000 2023 \$18,094 Account: \$84,385 \$50,180 \$9,382 \$75,003 2022 HAMMOND CHRIS A Owners: \$48,719 \$68,437 \$9,382 \$59,055 2021 2700 W HERNANDEZ ST Mail: PENSACOLA, FL 32505 2700 W HERNANDEZ ST 32505 Disclaimer Situs: SINGLE FAMILY RESID P Use Code: **Tax Estimator Taxing COUNTY MSTU Authority:** File for Exemption(s) Online Open Tax Inquiry Window Tax Inquiry: Tax Inquiry link courtesy of Scott Lunsford **Report Storm Damage** Escambia County Tax Collector 2023 Certified Roll Exemptions Sales Data HOMESTEAD EXEMPTION Official Records Type Sale Date Book Page Value (New Window) \$12,000 SC 01/2005 5564 618 Legal Description LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY C<sub>0</sub> 4403 945 \$25,000 WD 04/1999 PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618 09/1998 4306 1379 \$100 CT 06/1996 4000 892 \$31,900 WD Extra Features Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and None Comptroller Launch Interactive Map Parcel Information Section Map Id: 17-2S-30-2 Approx. Acreage: 0.3077 Zoned: 🔎 HC/LI HC/LI HC/LI HC/LI HC/LI HC/LI HC/LI Evacuation & Flood View Florida Department of Environmental Protection(DEP) Data Information <u>Open</u>



T.

7/8/2020 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024031185 4/26/2024 11:21 AM
OFF REC BK: 9137 PG: 679 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 02605, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 061384000 (1024-27)

The assessment of the said property under the said certificate issued was in the name of

#### **CHRIS A HAMMOND**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of October, which is the 2nd day of October 2024.

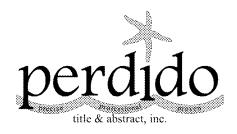
Dated this 26th day of April 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

COUNTY

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



#### PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REF	THE ATTACHED REPORT IS ISSUED TO:						
SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR							
TAX ACCOUNT #:	06-1384-000	CERTIFICATE #: _	2022-2	605			
REPORT IS LIMITED	T TITLE INSURANCE. THE TO THE PERSON(S) EXPR ORT AS THE RECIPIENT(S	ESSLY IDENTIFIED E	BY NAME IN TH	IE PROPERTY			
listing of the owner(s) of tax information and a li encumbrances recorded title to said land as liste	epared in accordance with the of record of the land described sting and copies of all open of in the Official Record Books of on page 2 herein. It is the rate a copy of any document list	I herein together with cur or unsatisfied leases, more s of Escambia County, F responsibility of the party	rrent and delinqu tgages, judgment lorida that appear y named above to	ent ad valorem s and to encumber the verify receipt of			
and mineral or any subs	to: Current year taxes; taxes surface rights of any kind or not be, boundary line disputes, and of the premises.	ature; easements, restric	ctions and covena	nts of record;			
	sure or guarantee the validity ance policy, an opinion of title						
Use of the term "Repor	t" herein refers to the Propert	y Information Report an	d the documents	attached hereto.			
Period Searched:	June 6, 2004 to and includ	ing June 6, 2024	Abstractor:	Cody Campbell			
BY							

Michael A. Campbell, As President

Malphel

Dated: June 10, 2024

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

June 10, 2024

Tax Account #: 06-1384-000

1. The Grantee(s) of the last deed(s) of record is/are: THE ESTATE OF BILL THORNHILL AKA BILLY H. THORNHILL AND JANET M. THORNHILL, AS TO FEE SIMPLE INTEREST, AND CHRIS A. HAMMOND, AS TO A CONTRACTUAL INTEREST

By Virtue of Special Warranty Deed recorded 5/3/1999 in OR 4403/945, together with Agreement recorded 1/25/2005 in OR 5564/618, together with Probate Case No. 2010 CP 000498

ABSTRACTOR'S NOTE: ORDER OF SUMMARY ADMINISTRATION RECORDED 7/16/2010 IN OR 6614/228 DOES NOT APPEAR TO SPECIFICALLY DIVEST BILL THORNHILL'S REMAINING FEE SIMPLE INTEREST IN THE PROPERTY, NOR DO WE FIND ANY RECORDED DEEDS DOING SO, SO WE HAVE INCLUDED JANET M. THORNHILL AND THE ESTATE OF BILL THORNHILL FOR NOTIFICATION.

- 2. The land covered by this Report is: See Attached Exhibit "A"
- **3.** The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. Mortgage in favor of Bank of the South n/k/a The Warrington Bank recorded 7/17/2000 OR 4581/1585
  - b. Civil Restitution Lien in favor of the State of FL/Escambia County recorded 8/26/2004 OR 5485/90
- **4.** Taxes:

Taxes for the year(s) 2021 - 2023 are delinquent.

Tax Account #: 06-1384-000 Assessed Value: \$51,685.00

**Exemptions: HOMESTEAD EXEMPTION** 

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE** 

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

#### PERDIDO TITLE & ABSTRACT, INC. PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

**Scott Lunsford Escambia County Tax Collector** P.O. Box 1312 Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA	
TAX DEED SALE DATE:	OCT 2, 2024
TAX ACCOUNT #:	06-1384-000
CERTIFICATE #:	2022-2605
In compliance with Section 197.522, Florida Statutes, the follopersons, firms, and/or agencies having legal interest in or clair referenced tax sale certificate is being submitted as proper no	im against the above-described property. The above
YES NO  ☐ ☐ Notify City of Pensacola, P.O. Box 12910, 325 ☐ Notify Escambia County, 190 Governmental County Homestead for 2023 tax year.	
CHRIS A. HAMMOND AKA CHRIS HAMMOND,	ESTATE OF BILL THORNHILL
ESTATE OF BILL THORNHILL AKA BILLY H.	AKA BILLY H. THORNHILL
THORNHILL, AKA BILLY HAROLD THORNHILL	AKA BILLY HAROLD THORNHILL
AND JANET M. THORNHILL AKA	AND JANET M. THORNHILL
JANET MOORE THORNHILL	AKA JANET MOORE THORNHILL
2700 W. HERNANDEZ ST	8620 ORANGE AVENUE
PENSACOLA, FL 32505	PENSACOLA, FL 32534
ESTATE OF BILL THORNHILL	ESTATE OF BILL THORNHILL
AKA BILLY H. THORNHILL	AKA BILLY H. THORNHILL
AKA BILLY HAROLD THORNHILL,	AKA BILLY HAROLD THORNHILL,
AND JANET M. THORNHILL	AND JANET M. THORNHILL
AKA JANET MOORE THORNHILL	AKA JANET MOORE THORNHILL
1303 GRAND AVENUE	9 FELIX AVENUE
YAZOO CITY, MS 39194	PENSACOLA, FL 32533
ESTATE OF BILL THORNHILL	ESTATE OF BILL THORNHILL
AKA BILLY H. THORNHILL	AKA BILLY H. THORNHILL
AKA BILLY HAROLD THORNHILL,	AKA BILLY HAROLD THORNHILL,
AND JANET M. THORNHILL	AND JANET M. THORNHILL
AKA JANET MOORE THORNHILL	AKA JANET MOORE THORNHILL
3151 LAKE SUZANNE DRIVE	2508 SHERRILANE DRIVE
CANTONMENT, FL 32533	CANTONMENT, FL 32533
CHRIS ALLAN HAMMOND	CHRISTOPHER ALAN HAMMOND

**5562 HOLLY PINES LN** 

MILTON, FL 32570

(CONTINUED ON PAGE 4)

1200 N 9<sup>TH</sup> AVENUE

PENSACOLA, FL 32501

#### (CONTINUED FROM PAGE 3)

THE WARRINGTON BANK SUCCESSOR BY MERGER TO BANK OF THE SOUTH P.O. BOX 4877 PENSACOLA, FL 32507

Malphal

Certified and delivered to Escambia County Tax Collector, this 10<sup>th</sup> day of May, 2024.

PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

#### PROPERTY INFORMATION REPORT

June 10, 2024 Tax Account #:06-1384-000

# LEGAL DESCRIPTION EXHIBIT "A"

LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618

**SECTION 17, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 06-1384-000(1024-27)

145/ch.

OR BK 4403 PG0945 Escambia County, Florida INSTRUMENT 99-603788

Prepared By and Return To:

Name: The Law Offices of David J. Stern, P.A.

801 S. University Drive Suite 500

Plantation, Florida 33324

Folio Number: 17-2S-30-1300-011-041

Loan No: 2002547830

#### **Special Warranty Deed**

THIS INDENTURE, made this 14th day of April, 1999, between BARNETT BANK, N.A. FORMERLY BARNETT BANK OF JACKSONVILLE, N.A. AS SUCCESSOR BY MERGER WITH BARNETT BANK OF WEST FLORIDA whose address is: C/O NATIONSBANC, 205 PARK CLUB LANE, Buffalo, New York 14231, hereinafter called the Grantor, to BILL THORNHILL, a single man, hereinafter called the Grantee, whose mailing address is: 8620 ORANGE AVENUE, Pensacola, Florida 32534

(Wherever used herein the terms "Grantor and Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

WITNESSETH: the Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged by these presents does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Escambia County, Florida, viz:

# LENGTHY LEGAL, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, BY REFERENCE

Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of Record, if any, all applicable zoning ordinances, and Taxes for the current year and all subsequent years.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in otherwise appertaining.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its' name, and its' corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Wherever the text in this Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.

Witness Name CAMILLE JOSEPH

Witness Name: LOIS DICAR

BARNETT BANK, N.A. FORMERLY BARNETT BANK OF JACKSONVILLE, N.A. AS SUCCESSOR BY MERGER WITH BARNETT BANK OF WEST FLORIDA

By:

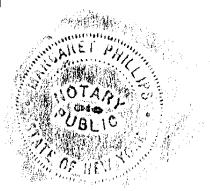
CARY J. RACZ VICE PRESIDENT

(Corporate Seal)

STATE OF New York
COUNTY OF Erie

The foregoing instrument was acknowledged before me this <u>14th</u> day of April, 1999 by Cary J. Racz as Vice President, of BARNETT BANK, N.A. FORMERLY BARNETT BANK OF JACKSONVILLE, N.A. AS SUCCESSOR BY MERGER WITH BARNETT BANK OF WEST FLORIDA on behalf of the corporation, who is personally known to me and who did take an oath.

[Notary Seal]



Notary Public
Printed Name:

My Commission Expires:

Margaret Phillips
Notary Public NY State
Qualified in Erie County
Reg. No. 01PH5014360
Expiration Date July 15, 1999

OR BK 4403 PG0947 Escambia County, Florida INSTRUMENT 99-603788

RCD May 03, 1999 09:34 am Escambia County, Florida

#### Exhibit A

AGENT'S REFERENCE NO.: 99-C6101

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 99-603788

Lots 11, 12 and 13, Block 41 of HAZLEHURST, a Subdivision of Lot 4 and Parts of 3 and 5, Section 17, and Lots 3 and 4, Section 31, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Deed Book 55, at Page 262, of the Public Records of said County, and also that portion of a 20 foot wide alleyway as described in Official Records Book 2417, at Page 430; the Alley Way running through Block 41, HAZLEHURST, the ALBERT HAZEL LAND COMPANY'S SUBDIVISION of a Portion of Section 17 and 31, Township 2 South, Range 30 West, in Escambia County, Florida, according to Map of the Subdivision recorded in Deed Book 55, at Page 262, of the Public Records; said Allelway bordered by Lots 1 through 20, of Block 41.

Recorded in Public Records 01/25/2005 at 02:55 PM, OR Book 5564 Page 618, Instrument #2005326868, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$294.00 Int. Tax \$84.00 Agreement for Deed Return to: (enclose self-addressed stamped envelope) BILLY H. THORNHILL 1303 Grand Avenue Yazoo City, MS 39194 nent Prepared by: Frances S. Weiner SOS-SHUTE ORGANIZATIONAL SERVICES 104 E. Nine Mile Road Pensacola, FL 32534 Property Appraisers Parcel Identification Folio Number(s): Grantee[s] S.S. # (s) SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA ---This Agreement. Made this \_ day of \_ Between BILLY H. THORNHILL and JANET M. THORNHILL, Husband and Wife 1303 Grand Avenue, Yazoo City, MS 39194 , part ies of the first part, and CHRIS A. HAMMOND, 2700 W Hernandez St, Pensacola, FL 32505 , part y of the second Illitriesseth. That if the said part y of the second part, shall first make the payments and perform the his part to be made and performed, the said part ies of the covenants hereinafter mentioned on \_\_\_\_\_ and agree \_\_\_\_ to convey and assure to the said part \_\_\_ y \_\_ of the second part, first part hereby covenant \_\_\_\_ heirs, personal representatives, administrators or assigns, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot s . piece s or parcel s of land, situated in the county \_, known and described as follows, to wit: \_\_, State of \_\_Florida of Escambia SEE ATTACHED EXHIBIT "A" HERETO ATTACHED AND MADE A PART OF THIS AGREEMENT FOR DEED. and the said part \_\_\_y of the second part hereby covenant \_s\_\_ and agree\_\_s to pay to the said part ies\_ of the first part the sum of (\$42,000.00) Forty-Two Thousand and no/100\_\_\_\_\_\_\_ Dollars, in the manner following:

Down Payment of (\$10,000.00) Ten Thousand Dollars receipt of which is hereby acknowledged and (\$32,000.00) Thirty-Two Thousand Dollars in 120 monthly payments with interest at the rate of \*6.5\* per centum per annum, payable first day of each month annually on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 2004

, and to keep the buildings upon said premises insured in some company satisfactory to the part <u>ies</u> of the first part, and payable for the parties, respectively as their interests may appear, in a sum not less than Full insurable value or Forty-Two Thousand during the term of this agreement. And in case of failure of the said part y of the second part to make any of the payments or any part thereof, or to perform any of the covenants on <u>their</u> part hereby made and entered into, this contract shall, at the option of the part ies of the first part, be forfeited and terminated, and on this contract; and such paythe part y of the second part shall forfeit all payments made by him ments shall be retained by the said part ies of the first part in full satisfaction and liquidation of all damages \_\_\_ sustained, and the said part <u>ies</u> of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor, and at the option of the part ies of the first part the unpaid balance shall without demand become due and payable, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including attorney's fees, shall paid by the part Y of the second part, and the same are hereby secured as well by a Quit Claim Deed in case of It is Multivally Anreed, by and between the parties hereto, that the time of each payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, administrators and assigns of the respective parties. In Initriess Inherent, The parties to these presents have hereunto set their hands and seals the day and year first above written. delivered in the presence of: BILLY H. and JANET M. THORNHILI 1303 Grand Ave. Pensacola, FL 39194 Post Office Addr CHRIS A. HAMMOND Hernandez St, Pensacola, FL 32505

OForm Design, Seminole Paper & Print

	SPACE ABOVE THIS LINE FOR RECORDING DATA
STATE OF MISSISSIPPI )	
COUNTY OF VQZOO	I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared
	et m. thornhill
	e foregoing instrument, who acknowledged before me that Sacret 10. Throng
	person(s) is/are personally known to me.   Said person(s) provided the
following type of identification:	
NOTARY RUBBER STAMP SEAL	Witness my hand and official seal in the County and State last aforesaid
MISSISSIPP, STATEMBER STAMP PUBLIC MY COMMISSION EXPIRES MARCH 16, 2007 MY COMMISSION EXPIRES MARCH 16, 2007 MY COMMISSION EXPIRES MARCH 16, 2007	this day of January A.D. 2005
MY COMMISSION EXPIRED WITH SERVICE BONDED THRU STEGALL NOTARY SERVICE	Notary Signature
	Leigh Ann Stuart
STATE OF FLORIDA	
COUNTY OF ESCAMBIA I	CERTIFY THAT ON THIS 25TH DAY OF JANUARY, 2005
	ERSONALLY APPEARED CHRIS A. HAMMOND, WHO
- NAME (10 - 10 - 10 - 10 - 10 - 10 - 10 - 10	RESENTED A FLORIDA DRIVERS LICENSE AND EXECUTED HE FOREGOING INSTRUMENT WITH NO OATH TAKEN.
The state of the s	WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY
	OF ESCAMBIA STATE OF PLORIDA ON THIS 25TH DAY
DIANE E MENDOZA	OF JANUARY, 2008.
Notory Public - Stole of Florida	(/X/////XX/////XX/
4 TE Commission # DD 26006U	DIANE E. MENDOZA
Bonded by National Notary Asm.	NOTARY PUBLIC CXP 10-21-07
	•
Dated	
ed	
	and and
	CHRIS CHRIS
	FOR DEED  S A. HAM
	EED EERSONALD
	→ <b>→</b>
	II II

BK: 5564 PG: 620 Last Page

#### **EXHIBIT "A"**

Lots 11,12,and 13, Block 41 of HAZLEHURST, a Subdivision of Lot 4 and Parts of 3 and 5, Section 17, and Lots 3 and 4, Section 31, Township 2 south, Range 30 West, Escambia County, Florida, as recorded in Deed Book 55, at Page 262, of the Public Records of said County, and also that portion of a 20-foot wide alleyway as described in Official Records Book 2417, at Page 430; the alleyway running through Block 41, HAZLEHURST, the ALBERT HAZEL LAND COMPANY'S SUBDIVISION of a Portion of Section 17 and 31, Township 2 South, Range 30 West, in Escambia County, Florida, according to Map of the Subdivision recorded in Deed Book 55, at Page 262, of the Public Records; said alleyway bordered by Lots 1 through 20, of Block 41.

Recorded in Public Records 04/03/2014 at 10:59 AM OR Book 7154 Page 27, Instrument #2014022855, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

## **SATISFACTION OF MORTGAGE**

STATE OF FLORIDA COUNTY OF ESCAMBIA

secured thereby) made by Chris	of a mortgage (and of the indebtedness
to Stret M. Thornhill	
for \$32,000,00 on the _25	the day of JANAN 2005
A.D., and recorded in Official Records Bo	
•	eby acknowledge that the said indebtedness has
been paid, and do hereby cancel the sai	
been point, and do not oby control and our	
	Jaet Thoull
	Sighature
	JAnet hornhill
	Name (please print)
Prepared by: Danet hornhill	
Name D	
2508 Sherrilane	Signature
Address	
(Antonne to FL	Name (please print)
City/State 2 533	mame (pieuse print)
City/State 32533	
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
COOKITY OF ESCAPIDIA	
Potoro the undersigned Notes, D	this managed to appeared
Before the undersigned Notary Pu	
Janet M. Thanhill	, who is personally known to me
or who has produced identification	FCDL and who
	_ did not take an oath.
Given under my hand and official	seal this <u>3rd</u> day of
April A.D., 2014.	
•	Mairie Att
MARCIA L SCHULTZ	Notary Public Marcia //L. Schultz
MY COMMISSION # EE115752	My commission expires 4 26 2015
EXPIRES July 26, 2015	•
(407) 398-0163 FloridaNotaryService.com	

33050

This instrument prepared by:

A. ALAN MANNING, Esquire
Clark, Partington, Hart, Larry,
Bond & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200

STATE OF FLORIDA COUNTY OF ESCAMBIA

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For Clerk's Use Only

#### MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY

AGREEMENT, dated the 6th day of July, 2000, from BILLY H. THORNHILL, a single man, whose address is 2700 W. Hernandez Street, Pensacola, FL 32505-5914 (hereinafter the "Mortgagor"), to BANK OF THE SOUTH, a Florida banking corporation, whose address is Post Office Box 3229, Pensacola, FL 32516. (hereinafter the "Mortgagee"), WITNESSETH:

#### SECTION 1.

- 1.01 <u>PREMISES.</u> Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):
- A. REAL PROPERTY. That certain real property lying and being in Escambia County, Florida and being more particularly described on Exhibit "A" attached hereto and made a part hereof.
- B. IMPROVEMENTS. All buildings, structures and improvements of every nature whatscever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.
- C. <u>APPURTENANCES</u>. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

1.02 PERMITTED ENCUMBRANCES. Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, his heirs and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing and those matters, if any, described on Exhibit "A" attached hereto and made a part hereof (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii)

Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

- 1.03 <u>SECURED INDEBTEDNESS.</u> This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):
- A. The existing indebtedness represented by that certain promissory note (the "Note") of date even herewith for the sum of TWENTY-FIVE THOUSAND and 00/100 Dollars (\$25,000.00) made by the Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;
- B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself and his successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statutes 697.04(1)(b); and
- C. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.
- 1.04 ASSIGNMENT OF LEASES AND RENTS. Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

#### **SECTION 2.**

Mortgagor further covenants and agrees as follows:

- 2.01 PAYMENT OF INDEBTEDNESS. To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become
- 2.02 **MAINTENANCE AND REPAIR:** To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.
- 2.03 TAXES, LIENS AND OTHER CHARGES. To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon

notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on installment paying dates in the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received shall be held in a separate account, pending payment or application thereof as herein provided. As required by Mortgagee, Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and the validity of such charges.

2.04 INSURANCE, Mortgagor will keep the Premises insured against loss or damage by fire, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100% of the full insurable value of the Premises and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will assign and deliver the Policies to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Secured Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Indebtedness.

2.05 EXPENSES. To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Secured Indebtedness or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Secured Indebtedness and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

2.06 <u>CONDEMNATION</u>. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

2.07 <u>REPAIRS BY MORTGAGEE</u>. Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the Premises in good condition and repair, and all sums so expended shall be added to and become a part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.

2.08 <u>INDEMNIFICATION</u>. Mortgagor shall protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee by reason of (a) ownership of this Mortgage, the Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall become part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of

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the Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

2.09 HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (hereinafter defined) on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (hereinafter defined). Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law at Mortgagor's expense. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: (i) gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides and volatile solvents (other than such small quantities thereof as are generally recognized as being appropriate to normal use and to maintenance of the Premises), and (ii) materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to nealth, safety or environmental protection. To the maximum extent permitted by applicable law, Mortgagor shall indemnify Mortgagee and Mortgagee's successors, assigns, officers, directors, shareholders, employees, affiliates and agents (collectively, the "Indemnitees") against any and all liabilities, losses, damages or expenses suffered or incurred by Indemnitees as the result of Mortgagor's failure to observe or perform any of the provisions of this paragraph, as a result of the failure of Mortgagor or any other person to comply with any Environmental Law affecting the Premises or as a result of the presence, storage, disposal or treatment on the Premises of any Hazardous Substance. The indemnification obligations of Mortgagor under this paragraph shall survive payment or satisfaction of the Secured Indebtedness and any acquisition of the Premises by Mortgagee by foreclosure of this Mortgage, by conveyance in lieu of foreclosure or otherwise, and such provisions shall remain in full force and effect as long as the possibility exists that Indemnitees may suffer or incur any such liabilities, losses, damages or expenses.

#### **SECTION 3**

3.01 EVENT OF DEFAULT. Each of the following events shall constitute an "Event of Default" under this Mortgage: (i) should Mortgagor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty or representation of Mortgagor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished; (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording; (v) should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance; (vi) should Mortgagor or any guaranter of the Secured Indebtedness make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or any guarantor of the Secured Indebtedness or of any of Mortgagor's or any guarantor's of the Secured Indebtedness property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any guarantor of the Secured Indebtedness pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor or any guarantor of the Secured Indebtedness be adjudicated a bankrupt or insolvent, or should Mortgagor or any guarantor of the Secured Indebtedness in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Mortgagor, if a corporation, be liquidated or dissolved; (vii) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Note or in any instrument given with respect to the Secured Indebtedness; (viii) should Mortgagor transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee excluding the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three (3) years or less not containing an option to purchase; (ix) should there occur, without the prior written consent of Mortgagee, any change in the ownership of Mortgagor, if Mortgagor is not an individual; (x) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Mortgagor to Mortgagoe; (xi) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any other mortgage encumbering all or any portion of the Premises; or (xii) should Mortgagor hereafter attempt to limit the maximum principal amount which may be secured by this Mortgage.

3.02 <u>REMEDIES</u>. If an Event of Default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the

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amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

3.03 RECEIVER. In the event a suit shall be instituted to foreclose this Mortgage, Mortgage, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

#### **SECTION 4**

4.01 PRIOR LIENS, LEASEHOLD, OR CONDOMINIUM. If this is a junior Mortgage, or if this is a mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage or the lease. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and Mortgagor increases the amount due on any prior mortgage without Mortgagee's prior written consent, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

4.02 NOTICES. Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be either: (i) delivered in person; (ii) sent by overnight courier service; or (iii) sent by certified or registered United States mail, return receipt requested, to the addresses for Mortgagor and Mortgagee set forth on the first page of this Mortgage. Any notice, election, or other communication delivered or mailed as aforesaid shall, if delivered in person, be effective upon date of delivery, if couriered by overnight delivery service be effective on the date of delivery and if mailed, such notice shall be effective upon date of actual receipt. Any notice delivered to the address or addresses set forth above to the respective party shall be deemed delivered if delivery thereof is rejected or refused at the address provided. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other parties hereto of the new address and addressee in the manner provided for giving notice herein.

4.03 <u>SUBROGATION</u>. To the extent of the Secured Indebtedness, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Premises which is paid or satisfied, in whole or in part, from the proceeds of the loan evidenced by the Secured Indebtedness or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the Secured Indebtedness, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

4.04 GENERAL. The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, the heirs, executors, administrators, legal representatives, successors and assigns (including without limitation subsequent owners of the Premises) and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Secured Indebtedness hereby secured, and any successors or assigns of any future holder of the Secured Indebtedness. This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage. In no event shall all charges in the nature of interest charged or taken on this Mortgage or in connection with the Secured Indebtedness exceed the maximum allowed by law and in the event such charges cause the interest to exceed said maximum allowed by law, such interest shall be recalculated, and such excess shall be credited to principal, it being the intent of the parties that under no circumstances shall the Mortgagor be required to pay any charges in the nature of interest in excess of the maximum rate allowable by law. In the case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be held or found invalid, illegal, or unenforceable

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in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein and in the Note shall in no way be affected, prejudiced, or disturbed thereby. This Mortgage shall be governed and construed by the laws of the State of Florida. No act of Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein otherwise to the contrary notwithstanding. Time is of the essence of this Mortgage. No waiver of any covenant herein or in the obligations secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Secured Indebtedness secured hereby, or future waiver of the same covenant. The use of any gender shall include all other genders. The singular shall include the plural. Mortgagor will execute and deliver promptly to Mortgagee on demand at any time or times hereafter, any and all further instruments reasonably acquired by Mortgagee to carry out the provisions of this Mortgage.

4.05 ENTIRE AGREEMENT. WAIVER OF JURY TRIAL. It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

IN WITNESS-WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

MORTGAGOR:

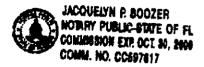
C.Q-Manager	<b>2</b>
JACQUELYN P. BC  [Type/Print Name of Witness	OZEA S]
STATE OF FLORIDA	)

Signed, sealed and delivered

COUNTY OF ESCAMBIA

in the presence of:

The foregoing instrument was acknowledged before me this 6th day of July, 2000, by BILLY H. THORNHILL, a single man, ( ) who is personally known to me or ( ) who has shown me a driver license as identification.



)

(Print/Type Name)
NOTARY PUBLIC

Commission number:

My Commission expires:

CPHH FILE 00-0795jw

(NOTARIAL SEAL)

#### EXHIBIT "A"

Lots 11, 12 and 13, Block 41 of HAZLEHURST, a Subdivision of Lot 4 and parts of 3 and 5, Section 17, and Lots 3 and 4, Section 31, Township 2 South, Range 30 West, Escambla County, Florida, as recorded in Deed Book 55, at Page 262, of the Public Records of said County, and also that portion of a 20 foot wide alleyway as described in Official Records Book 2417, Page 430; the alleyway running through Block 41, Haziehurst, the Albert Hazel Land Company's Subdivision of a portion of Section 17 and 31, Township 2 South, Range 30 West, in Escambia County, Florida, according to map of the Subdivision recorded in Deed Book 55, at Page 262, of the Public Records; said Alleyway bordered by Lots 1 through 20, of Block 41.

RCD Jul 17, 2000 09:40 as Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2000-752409

F4e # 00-0785

Recorded in Public Records 8/8/2022 3:54 PM OR Book 8837 Page 453, Instrument #2022080442, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

> Prepared by & return to: Matthew C. Hoffman Carver Darden 151 West Main Street, Suite 200 Pensacola, Florida 32502 File No. 4720.42940

# AFFIDAVIT OF MERGER (Bank of the South and The Warrington Bank)

BEFORE ME, on this date, personally appeared **Donna Mair**, who after being duly cautioned and sworn, on her oath, deposes and says:

- 1. That I am over the age of 18, and make this affidavit on my own personal knowledge.
- 2. That I am the President of The Warrington Bank, a Florida banking corporation ("Warrington Bank").
- 3. That Warrington Bank and Bank of the South, a Florida banking corporation ("Bank of the South") entered into an Agreement and Plan of Merger dated July 14, 2021, as amended (collectively, the "Merger Agreement") to merge, with Warrington Bank as the succeeding and resulting bank after said merger.
- 4. That effective April 1, 2022, Bank of the South merged into Warrington Bank pursuant to the Merger Agreement, as evidenced by the Certificate of Merger dated March 29, 2022 issued by the Florida Office of Financial Regulation, a true and correct copy of which is attached hereto as Exhibit "A".

Donna Mair

President of The Warrington Bank

STATE OF FLORIDA

**COUNTY OF ESCAMBIA** 

Sworn to and subscribed before me by means of ( ) physical presence or ( ) online notarization this \_\_\_\_\_\_ day of August, 2022 by Donna Mair, President of the Warrington Bank, a Florida banking corporation, ( ) who is personally known to me or ( ) who produced a valid driver's license as identification.

Candy Meneses

Notary Public, State of Florida My Commission Expires 05/02/2024 Commission No. GG 982751 \_\_\_\_\_

Order: QuickView\_Gtr Gte Doc: 8837-453 REC ALL

BK: 8837 PG: 454



Order: QuickView\_Gtr Gte Doc: 8837-453 REC ALL

Russell C. Weigel III, Commissioner Office of Financial Regulation

BK: 8837 PG: 455 Last Page





Commissioner Russell C. Weigel, III

Having been approved by the Office of Financial Regulation on March 2, 2022, to allow for the formation of Five Flags Interim Bank, Pensacola, Escambia County, Florida and to merge The Warrington Bank, Pensacola, Escambia County, Florida and Bank of the South, Pensacola, Escambia County, Florida with and into Five Flags Interim Bank, Pensacola, Escambia County, Florida with The Warrington Bank, Pensacola, Escambia County, Florida being the resulting institution and being satisfied that the conditions of approval have been met, I hereby approve for filing with the Department of State, the attached "Articles of Incorporation" for Five Flags Interim Bank and the "Agreement and Plan of Merger" so that at 12:01 a.m., eastern daylight time on April 1, 2022, they shall read as stated herein.

> Signed on this March 2022.

Russell C. Weigel, III, Commissioner,

Office of Financial Regulation

www.floff.gov 101 East Gaines Street, Tallahassee, Florida 32399-0370 (850) 410-9601 - FAX (850) 410-9663 Mailing Address: 200 East Gaines Street, Tallahassee, Florida 32399-0370

Page 3 of 3

Order: QuickView\_Gtr Gte Doc: 8837-453 REC ALL

<u>श्रिकाष्ट्राध्याष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्राष्ट्र</u>

DR BK 5485 P60090 Escambia County, Florida INSTRUMENT 2004-279671

#### IN THE COUNTY COURT OF ESCAMBIA COUNTY, FLORIDA

RCD Aug 26, 2004 09:22 am Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-279671

STATE OF FLORIDA Plaintiff.

CASE NO: 2003 MM 020728 A

VS.

**DIVISION: V** 

CHRISTOPHER ALAN HAMMOND Defendant.

#### CIVIL RESTITUTION LIEN ORDER IN FAVOR OF ESCAMBIA COUNTY, FLORIDA

Pursuant to the provisions of the Florida Civil Restitution Lien and Crime Victims' Remedy Act of 1994,

IT IS ORDERED THAT a civil restitution lien is hereby entered against the above-named defendant in favor of Escambia County, Florida in the amount of \$4,000.00 that shall bear interest at the rate set forth in §55.03, Florida Statutes, for which let execution issue.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

ORDERED at Pensacola, Escambia County, Florida, the 2041 day of

Conformed Copy: \( \scalegar{C} CHRISTOPHER ALAN HAMMOND, Defendant \)

5562 HOLLY PINES LN

MILTON, FL 32570

DOB: 04/15/1982

Certified Copy: Clerk of Court, Recording

#### **PAM CHILDERS**

CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CRIMINAL DOMESTIC RELATIONS **FAMILY LAW** JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS **OPERATIONAL SERVICES** PROBATE TRAFFIC



# COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR

# PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 061384000 Certificate Number: 002605 of 2022

Payor: RYAN SAUCEDA 2700 W HERNANDEZ ST PENSACOLA FL 32505 Date 8/8/2024

Clerk's Check # 1	Clerk's Total	\$497.04 \$ 2.29
Tax Collector Check # 1	Tax Collector's Total	\$2, 87.18
	Postage	\$74.00
	Researcher Copies	\$0.00
	Recording	\$10.00
	Prep Fee	\$7.00
	Total Received	\$2,775.22

\$2,307.51

PAM CHILDERS
Clerk of the Circuit Court

Received By: Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502 (850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us

0,51

#### **PAM CHILDERS**

CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CRIMINAL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS **OPERATIONAL SERVICES** PROBATE TRAFFIC



# COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

# BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR

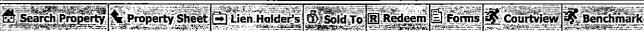
#### Case # 2022 TD 002605 Redeemed Date 8/8/2024

Name RYAN SAUCEDA 2700 W HERNANDEZ ST PENSACOLA FL 32505

Clerk's Total = TAXDEED	\$497.04 \$ 2,290.51
Due Tax Collector = TAXDEED	\$2, 87.18
Postage = TD2	\$74.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

#### • For Office Use Only

i					
Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
			FINANCIALS	UMMARY.	
No Inforr	nation Availa	ble - See	Dockets		





# PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 061384000 Certificate Number: 002605 of 2022

Redemption	No 🗸	Application Date 4	/11/2024	Interest Rate	18%		
		Final Redemption Paym ESTIMATED	ent	Redemption Overpayment ACTUAL			
		Auction Date 10/2/2024		Redemption Date 8/8/2024			
Months		6		4			
Tax Collector		\$2,000.85		\$2,000.85	\$2,000.85		
Tax Collector Inte	rest	\$180.08		\$120.05			
Tax Collector Fee		\$6.25		\$6.25			
Total Tax Collecto	or	\$2,187.18		\$2,127.13			
	_						
Record TDA Noti	ce	\$17.00	]	\$17.00			
Clerk Fee		\$119.00	]	\$119.00			
Sheriff Fee		\$120.00		\$120.00			
Legal Advertisem	ent	\$200.00		\$200.00			
App. Fee Interest		\$41.04		\$27.36			
Total Clerk		\$497.04	(	\$483.36)C			
		'					
Release TDA Not (Recording)	ice ·	\$10.00	]	\$10.00			
Release TDA Not Fee)	ice (Prep	\$7.00	]	\$7.00			
Postage		\$74.00		\$0.00			
Researcher Copies		\$0.00		\$0.00			
Total Redemption	Amount	\$2,775.22		\$2,627.51			
		Repayment Overpaymen Amount	nt Refund	\$147.71			
Book/Page		9137	]	679			

#### RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9137, Page 679, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02605, issued the 1st day of June, A.D., 2022

TAX ACCOUNT NUMBER: 061384000 (1024-27)

DESCRIPTION OF PROPERTY:

LTS 11 12 13 BLK 41 HAZLEHURST & S 1/2 ADJOINING ALLEY PLAT DB 55 P 262 SEC 17/31 T 2S R 30 OR 5564 P 618

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: CHRIS A HAMMOND

Dated this 8th day of August 2024.

GOMPINO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk